



ST. JOHN

THE BAPTIST PARISH

1811 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARISH
ELIANA DEFRAncesCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
07/19/2021 9:51AM
381909-MO

Deputy Clerk

[Signature] #82251

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH
AND
DIGITAL ENGINEERING AND IMAGING, INC.
FOR
CLEAN WATER STATE REVOLVING LOAN PROGRAM MANAGEMENT**

WHEREAS, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Clean Water State Revolving Loan Program Management with **Digital Engineering and Imaging, Inc.**, at the June 22, 2021 meeting.

NOW THEREFORE, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the Clean Water State Revolving Loan Program Management Services.

This **Agreement** is made and entered into on this 22nd day of June, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Digital Engineering and Imaging, Inc.**, 527 W. Esplanade Avenue, Suite 200, Kenner, LA, 70065, Phone: (504) 468-6129 represented by Thomas P Hickey, P.E. (hereinafter referred to as "**ENGINEER**") do hereby enter into this "**Agreement**" under the following terms and conditions.

The Parties recognize, stipulate and agree that Digital Engineering and Imaging, Inc. is, for all purposes under this **Agreement**, an independent **ENGINEER** solely responsible for its own means and methods for performance of the work or services stated herein. Digital Engineering and Imaging, Inc. shall perform without supervision by the **PARISH** as an independent **ENGINEER** and shall not be considered to be an employee, representative, spokesman, agent or servant of the **PARISH** for any purpose whatsoever. Superseding any other provision to the contrary, it is the specific intent of the Parties hereto that nothing in this **Agreement** shall impose any duty on, or empower Digital Engineering and Imaging, Inc. with any authority, that might be interpreted to make Digital Engineering and Imaging, Inc. a "public employee" under La. R.S. 42:1102. The Parties stipulate that Digital Engineering and Imaging, Inc. shall not be deemed a "public employee" under La. R.S. 42:1102.

SCOPE OF SERVICES

The services to be performed by **ENGINEER** for **PARISH** under this **Agreement** ("Services") are set out in **Exhibit A: Statement of Work**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

TERM OF AGREEMENT

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by Amendment.

AMENDMENT

This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

EXTENSION

The term of this **Agreement** may be extended for one (1) additional two (2) year term, by written Agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council.

PAYMENT TERMS

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **ENGINEER** in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR** and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

INSURANCE

ENGINEER shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This **Agreement** shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **ENGINEER** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

TAXES

ENGINEER hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **ENGINEER's** obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

TERMINATION FOR CAUSE

The **PARISH** may terminate this **Agreement** for cause based upon the failure of the **ENGINEER** to comply with the terms and/or conditions of this **Agreement**, provided that **PARISH** shall give the **ENGINEER** written notice specifying the **ENGINEER's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

The **ENGINEER** may terminate this **Agreement** for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this **Agreement**, provided that the **ENGINEER** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **ENGINEER** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this **Agreement** by the **ENGINEER**.

TERMINATION FOR CONVENIENCE

PARISH may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **ENGINEER** of its intent to terminate this **Agreement**. The **ENGINEER** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, and other material delivered or transmitted to **ENGINEER** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **ENGINEER** to **PARISH**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Engineer** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **ENGINEER** to **PARISH**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**.

NON-ASSIGNABILITY

ENGINEER shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **ENGINEER** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

AUDITORS

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this **Agreement**.

NOTICE TO PROCEED

The **DIRECTOR** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

INDEMNITY

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **ENGINEER**.

GENERAL CONDITIONS

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **ENGINEER** is entering into this **Agreement** in the capacity of an independent contractor. While in the performance of services or carrying out other obligations under this **Agreement**, the **ENGINEER** shall be acting in the capacity of independent contractors and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, contractor or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the Parties hereto. This **Agreement** being for the personal services of the **ENGINEER**, shall not be assigned or subcontracted in whole or in part by the **ENGINEER** as to the services to be performed hereunder without the written consent of the **PARISH**.

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

VENUE

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

NOTICES

All notices or demands required to be given, pursuant to the terms of this **AGREEMENT**, shall be in writing and sent to the other Party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other Party by the manner stated above.

If to Parish:	If to Engineer:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	Digital Engineering and Imaging, Inc. Attn: Robert J Delaune Jr, P.E. 527 W. Esplanade Ave, Suite 200 Kenner, LA 70065

DISCRIMINATION CLAUSE

The **ENGINEER** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

SIGNATURES ON FOLLOWING PAGE

THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:



SIGNATURE



PRINT NAME

WITNESS:



SIGNATURE



PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH


By: Jaclyn Hotard
Parish President

ENGINEER:

Digital Engineering and Imaging, Inc.

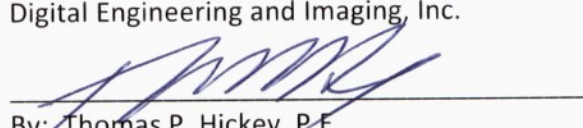

By: Thomas P. Hickey, P.E.
President

Exhibit A
Statement of Work

SERVICES

The **ENGINEER** shall provide all services listed in the **Statement of Work** required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**, including attendance by the **ENGINEER** at project meetings.

PROJECT DESCRIPTION

St. John the Baptist Parish was pre-approved on May 6, 2021, for \$15,000,000 in funding from the Louisiana Department of Environmental Quality for a Clean Water State Revolving Fund Loan for much needed wastewater improvements.

The proposed project includes decommissioning and demolishing four wastewater treatment plants on the East Bank of the Mississippi River that include the Belle Pointe WWTP, Woodland WWTP, River Road WWTP and Garyville WWTP and expanding the existing treatment capacity at the existing Reserve Wastewater Treatment Plant to receive and treat the additional flows from the four decommissioned facilities. The proposed project also includes constructing a new wastewater treatment plant and decommissioning and demolishing three wastewater treatment plants on the West Bank of the Mississippi River that include the Wallace WWTP, Central WWTP and Tigerville WWTP.

TASK 1 – Preliminary Engineering Report, Environmental Information Document and Categorical Exclusion for the Belle Pointe WWTP, Woodland WWTP, River Road WWTP, Reserve WWTP, Garyville WWTP, Wallace WWTP, Central WWTP and Tigerville WWTP and their associated collection systems:

1. Prepare a Preliminary Engineering Report that includes the following:
 - a. Project Planning
 - b. Existing Facilities
 - c. Need for Project
 - d. Alternatives Considered
 - e. Selection of Alternative
 - f. Proposed Project (Recommended Alternative)
 - g. Conclusions and Recommendations
2. Prepare an Environmental Information Document that includes the following:
 - a. Description of the Problem
 - b. Project Description
 - c. Alternatives to the Proposed Action
 - d. Environmental Setting
 - e. Environmental Impact of the Proposed Action

- f. Adverse Impacts which cannot be avoided should the proposal be implemented
 - g. Relationship between local short-term uses of the environment and long-term safety and productivity
 - h. Irreversible and irretrievable commitments of resources to the proposed action, should it be implemented
 - i. Environmental Justice
 - j. Public Participation and Public Hearing
 - k. Responsiveness Summary
3. Process and submit Request for a Categorical Exclusion for the Central Lift Station Rehabilitation Project or any other environmental request outside of the Preliminary Engineering Report or Environmental Information Document.

TASK 2 – Complete and Submit Loan Application and Associated Forms:

1. Resolution reflecting applicant's authorization to make application for funding and naming the person who may sign for the borrower
2. Prepare 10-Year forecast listing the projected revenue of the pledged funds and the projected expenses.
3. Copies of all long-term debt agreements
4. List of all funding sources participating in financing on this project
5. Complete Department of Environmental Quality Clean Water Revolving Loan Fund Application
6. Complete Clean Water Revolving Loan Fund Assurances
7. Complete a Site Certificate
8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
9. Fully Executed Transparency Form

TASK 3 – Program Management of Pre-Loan Closing Activities:

1. Submit Architectural and Engineering Agreement(s) for approval
2. Coordinate with bond attorneys to obtain bond commission approval
3. Submit Complete set of Plans and Specifications for the Central Lift Station Rehabilitation design project for approval to close loan
4. Prepare and submit first payment request that will be paid at loan closing
5. Coordinate Pre-Loan closing project activities
6. Provide QA/QC review of design project(s) that are completed or ongoing prior to loan closing
7. Represent St. John the Baptist Parish as the liaison between professional consultants, other persons or entities involved within the program

8. Monitor the progress of assigned projects; however, this task shall not relieve the professional consultants or parties responsible for the project, of any liability from their errors and omissions

Exhibit B
PRICE SCHEDULE

For each task in **Exhibit A**, the work is to be initiated only upon receipt of written Notice to Proceed from the **DIRECTOR**.

For the services outlined in **Exhibit A**, the **PARISH** shall pay the **ENGINEER** as follows:

Task 1 PER, EID and CE Phase	\$108,000.00 (Lump Sum)
Task 2 Loan Application Phase	\$10,000.00 (Lump Sum)
Task 3 Pre-Loan Closing Program Management	\$25,000.00 (Hourly Not to Exceed)
Total Professional Services Fee from Tasks 1 through 3:	\$143,000.00

*This project is funded by a Clean Water State Revolving Loan. The loan funds the project through closing of the loan and therefore the above fees represent payment for completion of the required pre-loan closing program management activities. An amendment for post loan closing program management activities will be required for the remaining services required following the loan closing.

PAYMENTS

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR** approval.

FUNDS

Payment to the **ENGINEER** under this **Agreement** shall be from the St. John the Baptist Parish wastewater fund and will be reimbursed by the Louisiana Department of Environmental Quality Clean Water State Revolving Loan when the loan closes.

EXHIBIT C
Insurance Requirements

ENGINEER shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **ENGINEER** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **ENGINEER** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this **Agreement**.
2. Owner's and **ENGINEER's** Protective Liability (if **ENGINEER** is a General **ENGINEER**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the Engineer.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **ENGINEER** shall maintain insurance in full force and effect during the entire period of performance under this **Agreement**. Failure to do so shall be cause for termination of the **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is canceled.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.

ATTACHMENT A
STANDARD HOURLY RATES SCHEDULE

A. STANDARD HOURLY RATES

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to **ENGINEER**.
3. The Standard Hourly Rates apply as specified in Exhibit B: Price Schedule Hourly Not to Exceed Services of the **Agreement**.

B. SCHEDULE

Hourly rates for services performed on or after the date of the **Agreement** are:

Category	Billing Rate
Principal -----	\$265.00
Principal/Vice President-----	\$220.00
Sr. Professional/Supervisor Engineer -----	\$172.00
Professional Engineer II -----	\$135.00
Professional Engineer I -----	\$110.00
Engineer Intern (Pre-Professional) -----	\$90.00
Sr. Technician/Designer -----	\$115.00
CAD Technician -----	\$90.00
Construction Manager-----	\$80.00
Sr. Construction Inspector-----	\$87.00
Construction Inspector -----	\$80.00
Administrative/Clerical III-----	\$85.00
Administrative/Clerical II-----	\$77.50
Administrative/Clerical I -----	\$60.00

The above hourly billing rates may be updated no more than once per year from the date of execution of this **Agreement**.

RESOLUTION

BE IT RESOLVED by the Board of Directors of Digital Engineering & Imaging, Inc., a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Kenner, that Kurt M. Evans, P.E., CEO of the Corporation, Thomas P. Hickey, President of the Corporation, L. Bruce Newton, Executive Vice President, Frank T. Liang, Vice President, or Robert J. Delaune Jr, Vice President of the Corporation be, and are hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for engineering consulting services.

CERTIFICATE

I, Robert J Delaune Jr, Vice President of Digital Engineering & Imaging, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 18th day of December 2020; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 26th day of May, 2021


Vice President

ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

RESOLUTION
R21-86

Councilman Wright proposed and Councilwoman Schnyder seconded the following resolution:

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:

A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIGITAL ENGINEERING AND IMAGING, INC. FOR THE CLEAN WATER STATE REVOLVING LOAN PROGRAM MANAGEMENT

WHEREAS, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

WHEREAS, Digital Engineering and Imaging, Inc. has been selected as the Engineer for services related to the Clean Water State Revolving Loan Program Management; and,

WHEREAS, St. John the Baptist Parish was pre-approved May 6, 2021, for \$15,000,000 in funding from the Louisiana Department of Environmental Quality for a Clean Water State Revolving Fund Loan for much needed wastewater improvements; and,

WHEREAS, Pre-loan closing services are required to close the loan that include a preliminary engineering report, an environmental information document, a public hearing, a loan application and pre-loan closing program management; and,

WHEREAS, the cost of this Agreement is approximately \$143,000 and will be reimbursed to St. John the Baptist Parish upon closing the loan.

NOW, THEREFORE, BE IT RESOLVED, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and Digital Engineering and Imaging, Inc.

This resolution having been submitted to a vote; the vote thereon was as follows:

YEAS: Becnel, Madere, Torres, Houston, Malik, Schnyder, Arcuri, Wright

NAYS: None

ABSTAIN: None

ABSENT: Duhe-Griffin

And, the resolution was declared adopted on this, the 22nd day of June 2021.



Council Chairman

Jackie Landeche
Secretary

Approved: X

Veto: _____

Jackie Landeche
Parish President

* * * * *

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 22nd day of June 2021.

Signed at Laplace, Louisiana this 28th day of June 2021.

Jackie Landeche
Jackie Landeche
Secretary

